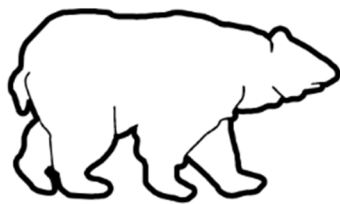


**THE CORPORATION OF THE TOWN OF COCHRANE**



ONTARIO  
**COCHRANE**

**HOUSING STUDY**

**RFP 2019 – 02**

**ISSUE DATE: July 29, 2019**

**CLOSING DATE: August 23, 2019 @ 2:00 pm**

**OFFICIAL REQUEST FOR PROPOSAL**

## INTRODUCTION

The Town of Cochrane is requesting proposals for a Housing Study.

## GENERAL CONDITION OF THE RFP

Event	Anticipated Date
Request for Proposal issued	July 29, 2019
Last day for submitting email inquiries	August 19, 2019
Proposals due from firms	August 23, 2019
Award of Contract	September 11, 2019

Proposals for and Cost Estimate under this R.F.P. will be received no later than

**2:00 p.m. Friday, August 23, 2019**

at the **Municipal Office to the attention of Alice Mercier - Clerk**, 171 Fourth Avenue, Cochrane, Ontario P0L 1C0 or electronically to [alice.mercier@cochraneontario.com](mailto:alice.mercier@cochraneontario.com). It is the responsibility of each proponent to ensure that its' proposal is received prior to the closing time. Late proposals shall be returned unopened.

Proposals must be submitted bearing the name of the proponent, addressed as above and clearly marked:

**“RFP – 2019-02 – “Housing Study”**

Question can be directed to:

Richard Vallée  
Director of Protective Services  
[richard.vallee@cochraneontario.com](mailto:richard.vallee@cochraneontario.com)  
Tel: (705) 272-6758

The Corporation of the Town of Cochrane  
23-Fifth Street  
Cochrane, ON P0L 1C0

# **TABLE OF CONTENTS**

Cover Page	Page 1 of 33
Table of Contents	Page 3 of 33
Scope	Page 4 of 33
Information & Instructions	Page 6 of 33
Proponent's Responsibilities	Page 19 of 33
General Conditions	Page 20 of 33
Schedule "A" – Scope of work	Page 17 of 33
Schedule "B" – Schedule	Page 24 of 33
Schedule "C" – Mandatory Questionnaire and Pricing	Page 25 of 33
Schedule "D" – Proposal Submission Forms	Page 29 of 33

# **INSTRUCTIONS TO PROPONENTS**

## **1. SCOPE OF WORK**

As per schedule "A"

- 1.1. The Town will receive sealed Proposals until 2:00:00 p.m. Eastern Time on August 23, 2019 ("RFP Closing"). The Proposals will be opened and the bid amount duly recorded at the RFP Closing. Faxed Proposals will not be accepted and will be returned to Proponent.

## **2. TERMS AND CONDITIONS**

- 2.1. The prices quoted shall be in Canadian dollars and with all necessary import clearances and documentation.
- 2.2. All Proponent's are requested to list on a separate sheet, any features that they are providing in addition to the basic specifications provided herein and submit this information with their bid.
- 2.3. The Town further reserves the right to negotiate and to refine the requirements where it is in the Town's best interest to do so.
- 2.4. The Town reserves the right to accept or reject any or all bids as it deems to be of their interest to do so.
- 2.5. work schedule until completed. The Proponent shall remain fully engaged until the project is complete.

## **3. PROPONENT CAPABILITY**

- 3.1. A Proponent must be prepared, if requested, to present evidence of experience, ability, capacity, and financial resources and reputation deemed necessary by the Town in the performance of the contract.

## **4. COLLUSION / CONFLICTS**

- 4.1. By their submission of their bid, the Proponent declares that the bid is NOT made in connection with any other Firm. Submitting an offer for the same goods or services, and is in all respects fair and without collusion or fraud and further that no Member of Council, and no officer or employee of the Town is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived therefrom.

## **5. PROPONENT'S INFORMATION AND UNDERSTANDING**

- 5.1. Proponents are cautioned to review all of the enclosed terms and conditions as they contain many important instructions and considerations, which may affect the bid. The submission of a bid shall

be deemed proof that the Proponent has satisfied him/herself as to all the provisions of the request, all the conditions which may be encountered, what materials will be required, or any other matter which may enter into the carrying out of the contract to a satisfactory conclusion, and no claims will be entertained by the Town based on the assertion by the Proponent that he/she was uninformed as to any of the provisions or conditions intended to be covered by the contract. It is the Proponent's responsibility to clarify with the Town, any details in question mentioned or not in the request, BEFORE submitting a bid.

## **6. VERBAL INFORMATION**

- 6.1. No verbal instructions or verbal information to Proponent's will be binding on the Town. All written instructions and specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the official closing. Should alterations to the bid request form be deemed necessary by the Town, these alterations will be made in the form of written addenda and shall be posted to the Town webpage and bidding portal. The addenda shall be considered as part of the request.

## **INFORMATION AND INSTRUCTIONS**

### **7. PURPOSE**

- 7.1. This Request for Proposal states the instruction for submitting proposals and the procedure by which Proponent will be selected.

### **8. DEFINITIONS**

- 8.1. Hereinafter, each company receiving this Request for Proposals is referred to as a "Proponent" and/or "Company", a Proponent's proposal in response to this Request for Proposals is referred to as a "Proposal" and the Town of Cochrane shall hereinafter be referred to as the "Town."

### **9. ISSUING OFFICE**

*Alice Mervier/ Clerk*  
Town of Cochrane  
171 4th Avenue  
Cochrane, Ontario  
P0L 1C0

### **10. CLOSING DATE AND TIME**

- 10.1. Proposals, signed by the Proponent's authorized representative and enclosed in the envelope provided for the purpose, must be received by the Issuing Office, not later than Friday, August 23, 2019 at 2:00 p.m. local time.
- 10.2. The Town of Cochrane will not accept submission of any Proposals after the closing date and time.

### **11. PROPOSAL SUBMISSION**

- 11.1. The original copy of the Proponent's Proposal complete with specification sheets, along with two (2) additional copies, must be submitted to the Issuing Office on or before the closing date. If bidder is submitting proposal via e-mail, they may only submit one electronic copy. Faxed replies will not be accepted.

- 11.2. Proponent's shall not make modifications to their Proposals after the closing date and time except as may be allowed by the Town.
- 11.3. The Town may reproduce any of the Proponent's Proposals and supporting documents for internal use.
- 11.4. The Town will not be obligated in any way by the Proponent's Proposal. The Town will not return any of the Proponent's Proposals or supporting documents to the Proponent.

## **12. PROPOSAL COSTS**

- 12.1. The Proponent has the sole responsibility for any costs associated with preparing its Proposal in response to this Request for Proposals. In no event will the Town be responsible for the costs of preparation or submission of any Proposal.

## **13. IRREVOCABLE OFFER**

- 13.1. Proposals submitted to the Town shall constitute a valid and irrevocable offer which is open for acceptance by the Town from and after submission until the expiration of the 90th day following the Closing Date specified in item 10. Closing Date and Time.
- 13.2. The RFP does not create a tender process. This RFP is not an invitation for an offer to contract and is not an offer to contract made by the Town. By this RFP, the Town reserves to itself the right, in its sole and absolute discretion, to consider and analyze the Proposals, select a preferred Proponent and negotiate with all or any of the Proponent's and sign an agreement with the preferred Proponent or not sign an agreement at all.
- 13.3. Without limiting the generality of the foregoing, the Town reserves the right to a) reject any Proposal whether or not complete and whether or not it contains all the required information; b) require clarification of the Proposal; c) request additional information on any Proposal; d) reject any and all Proposals without any obligation of compensation or reimbursement to the Proponent's; e) re-advertise for new submissions or Call for Tenders for this work or the work of a similar nature; f) negotiate with any one or more of the Proponent's with respect to any aspect of the RFP, this process, mandatory requirements or otherwise with respect to the Proposal; g) the Town may, in its sole and absolute discretion, independently verify any information in any submission.
- 13.4. The Town reserves the right to debrief both the successful and unsuccessful Proponent's after the announcement of the selected Proponent.
- 13.5. Where ever the words "will", "shall" or "must" are used in this RFP, the Town will have the option of waiving this as a mandatory requirement as it is intended the Proposals be subject to review and negotiation and not all options may be known to the Town at this time. Therefore, the Town must have the ability to waive what otherwise appear to be mandatory requirements in the appropriate situation as determined by the Town.
- 13.6. The lowest priced or any proposal will not necessarily be accepted.

## 14. INQUIRES AND CHANGES

14.1. Any inquiries regarding the Proposal should be directed to:

***Richard Vallée***

Director of Protective Services

23-Fifth Street, Cochrane, ON P0L 1C0

Email: [richard.vallee@cochraneontario.com](mailto:richard.vallee@cochraneontario.com)

- 14.2. Should a proponent have any questions or need further clarification, he/she should contact the Town's representative, as per Section 14.1. Questions will only be received until Monday, August 19, 2019 until 2:30 p.m. local time to enable the Town to prepare an addendum (if any). Questions received after this date may not be acknowledged nor answered.
- 14.3. It is the responsibility of each Proponent to inquire about and clarify any requirements of this Request for Proposals, which are not understood.
- 14.4. When it becomes necessary to revise, delete, substitute or add to the bid documents after release, the Director will issue an addendum. A copy of each addendum shall be posted to the Town's webpage and bidding portal.
- 14.5. The Town may, at any time, make and stipulate changes to this Request for Proposal.
- 14.6. The Town may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposal. The Town shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.
- 14.7. All Proponents must acknowledge addendum by attaching a signed copy of this addendum to their respective bid documents. Failure to do so may result in rejection of the bid.

## 15. SELECTION PROCESS

- 15.1. Because the Town bases any decision to award a contract on the Proposals submitted, Proponent's should include all requirements, terms and conditions it may have in their Proposal, and should not assume that any opportunity will exist to add such matters after the Proposal is submitted.
- 15.2. The Town reserves the right, at its sole discretion, to negotiate with any Proponent as it sees fit, or with another Proponent or Proponent's concurrently. In no event will the Town be required to offer any modified terms to any other Proponent. The Town shall incur no liability to any other Proponent as a result of such negotiations or modifications.

## 16. EVALUATION OF PROPOSALS

- 16.1. The evaluation of the Proposals will be conducted by the Town's Housing Strategy Committee and shall involve an evaluation of all of the Proposals by the Proponent. These may include the relative experience, qualifications and success in providing similar work of the Proponent, the quality of the Proposal, both from a technical and financial aspect, any special contractual terms in the Proposal, the references of the Proponent and the Proponent's understanding of the RFP

process and the proposed Project implementation and time frame will become a proposed work plan, technical expertise and the financial proposal, including any cost components.

- 16.2. The Proposal shall be evaluated and scored by reference to the assessment criteria and the weight set out in the table below.
- 16.3. The Town reserves the right to review any and all requirements of the RFP and all information contained in the submitted Proposals as part of its selection criteria in addition to or as part of the weighting set out below.
- 16.4. The awarding of any Contract shall be based on the “Best Value” to the Town of Cochrane. Proposals will be assessed and scored, based on the evaluation criteria that will include, but is not limited to, the following:

<b>Criteria</b>	<b>Weighting (%)</b>
<b>Corporate Strength and Capability</b>	15
<b>Experience of Personnel</b>	10
<b>References, including the Town’s internal assessment on current/past performance</b>	10
<b>Understanding of Project</b>	15
<b>Price</b>	50
<b>Total Points</b>	<b>100</b>

- 16.5. Following the evaluation, the Town reserves the right to accept or reject any and all Proposals or accept the Proposal which it deems the most advantageous to it notwithstanding the scoring of each of the Proposals and has the right to reject any or all Proposals, including specifically any Proposal whose weighting in any one particular category may be unacceptable even though it is weighting in other categories is superior to other Proposals, which could include a Proposal whose financial or cost component is significantly in excess of the obligations the Town is prepared to undertake and the Town reserves the right to disqualify any Proposal which scores poorly in any category.

**17. RFP OVERRIDES STANDARD TERMS AND CONDITIONS**

- 17.1. The terms of this RFP and the Agreement reached pursuant to this RFP with the Proponent supersede the contents of any and all standard terms and conditions contained in the documentation from the Proponent, including those contained in or on the reverse of purchase orders, order verifications, sales receipts or other standard documentation supplied by either the Proponent or any equipment suppliers to the Proponent.

**18. PROPONENT'S STATEMENT OF UNDERSTANDING**

- 18.1. It is understood that the Proponent’s have carefully examined the RFP and all of the proposal documents and have carefully examined the Work to be performed under the Contract if awarded. The Proponent also understands and accepts the said RFP and proposal documents, and for the prices set forth in the Proposal, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the RFP.



## **19. PROOF OF ABILITY/PRIOR EXPERIENCE**

- 19.1. The Proponent may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed sub-Proponent, to perform the work by the specified delivery date. The Town shall be entitled to take into account as part of its evaluation of any Proposal any past experience that the Town or any of its member municipalities or related or affiliated organizations have had with any Proponent, whether favourable or unfavourable, and including specifically any contracts, contract disputes, litigation or other experience or dealings whatsoever or reputation that the Proponent's may have, or any of them, with such entities.

## **20. PRICING REQUIREMENT**

- 20.1. Prices shall be in Canadian Funds, for the Work, delivered and installed.
- 20.2. All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work except for Provincial Sales Tax, as applicable, which shall be shown as extra, unless otherwise specified.
- 20.3. This is intended to be a fixed price contract with no extras. All work required or desired under the terms of this RFP is to be included in the price and the price is not to be subject to adjustment, including due to unknown or undisclosed conditions, increases in costs and taxes, cost of labour, unavailability of labour or materials, increases in cost of materials other than the changes in Provincial Sales Tax or Goods and Services Tax rates.
- 20.4. In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

## **21. TERMS OF PAYMENT**

- 21.1. Unless progress payments or alternative payment terms are specifically agreed to under the terms of the RFP and any Proposal, as accepted by the Town, the contract price shall be invoiced after delivery of material or services rendered and acceptance and testing and payable thirty (30) days from the later of such date and the date of receipt of invoice. Any alternative payment terms, including the cost thereof, to the Town and its financing parties, will be considered as an element of valuation in the financial evaluation of any proposals.

## **22. PATENTS AND COPYRIGHTS**

- 22.1. The Proponent shall at its expense, defend all claims, actions or proceedings against the Town based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Town all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client (substantial indemnity) basis occasioned to the Town by reason thereof.
- 22.2. The Proponent shall pay all royalties and patent license fees required for the work. If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Proponent shall forthwith either secure for the Town the right to continue using the work, or shall at the Proponent's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

- 22.3. The Proponent shall be responsible for obtaining all patent, copyright or other intellectual proprietary rights required or desired in connection with the completion of the Work and the operation of the facilities after the completion of the Work at its sole cost and expense and as part of the Work. The Proponent warrants and represents that all necessary patent, copyright, trademark or other intellectual property rights are included in the Work and that the company has the right and authority to transfer them or license to the Town as part of the Work, which license shall be in perpetuity, transferable and without restriction or payment.

### **23. ASSIGNMENT**

- 23.1. The Proponent shall not assign the contract or any portion thereof without the prior written consent of the Town.

### **24. LIMITATION OF LIABILITY**

- 24.1. In no event shall either party be liable to the other for indirect or consequential damages, damages for loss of profit, revenue or reputation or other indirect damages arising out of the breach or fault or negligence of either party under the terms of this RFP or any agreement arising therefrom.
- 24.2. Each Proponent, by submitting a Proposal, agrees that:
- a) In the event that any or all of the Proposals are rejected or disqualified for any reason, proper or improper, or the Project or selection process is modified, suspended or cancelled for any reason, neither the Town or its member municipalities, employees, officers, directors or representatives will be liable under any circumstance for any claim, damages, losses, cost, reimbursement or compensation to any person or entity whatsoever arising out of this Proposal, including, but not limited to the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity and any other matter; and
  - b) The Proponent hereby waives any claim for loss of profits or loss of opportunity if the Proposal is rejected or disqualified or the Proponent is not successful in the selection process for any reason whatsoever;
  - c) The Proponent acknowledges that in evaluating the Proposals, the Town and its advisors are seeking a Proposal satisfactory to the Town and under no obligation to the Proponent to do anything other than bona fide consider all Proposals.
- 24.3. In the event that the Town shall be in default under this RFP or the Agreement, or shall be negligent in the performance of its duties under this RFP or the Agreement, or shall be in default of any legal, contractual or statutory obligation to the Proponent's, then in no event shall there be any liability to the Town, its member municipalities, employees, officers, directors, advisors or representatives in excess of the actual out-of-pocket costs incurred by the Proponent in preparing the Proposal of such Proponent and no claim shall be made if not made within six (6) months after the date of receipt of all of the Proposals and opening of the Proposals.
- 24.4. Award of this contract is subject to appropriate funding acceptable to the Town being available and received by the Town

- 24.5. The placing in the mail to the address given in his/her submission or delivery of a notice of award to a Proponent shall constitute notice of acceptance of contract. This acceptance shall be conditional on the Proponent providing all documentation, insurance, bonding, security and certifications as required by the RFP within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the Proponent. The Proponent shall forthwith, within ten (10) working days of receipt thereof, execute the Agreement in the form prepared by the Town and incorporating the terms and conditions of this RFP and such other terms and conditions as the Town shall reasonably require.

## **25. CONTRACT CANCELLATION**

- 25.1. The Town shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or balance of contract without cause or fault. In the event of such cancellation, the Town shall pay to the Company the cost and expenses by the Company in performing that portion of the work completed up until the date of cancellation.
- 25.2. The Town may:
- 25.2.1. If the Company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the Town may, without notice; terminate the contract.
  - 25.2.2. If the Company; fails to comply with any request, instruction or order of the Town; or fails to pay its accounts; or fails to comply with, disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Town's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Town may, upon expiration of ten days from the date of written notice to the company, terminate the contract.
  - 25.2.3. Any termination of the contract by the Town, as aforesaid, shall be without prejudice to any other rights or remedies the Town may have.
  - 25.2.4. If the Town terminates the contract, it is entitled to:
    - 25.2.4.1. Take possession of all of the work in progress and finish the work by whatever means the Town may deem appropriate under the circumstances;
    - 25.2.4.2. Withhold any further payments to the Company until its liability to the Town is ascertained;
    - 25.2.4.3. Recover from the Company loss, damage and expense incurred by the Town by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the company to the Town).

- 25.3. The Town shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

## **26. AVAILABILITY OF LABOUR AND ESCALATION**

- 26.1. The Proponent shall fully inform himself regarding availability of labour in the area relative the requirements of the schedule. The Proponent shall make his own assessment of escalation in costs and increased labour costs and include all of these costs in his bid. All risks with respect thereto shall be the Proponent's.

## **27. TAX ISSUES**

- 27.1. The Proponent is solely responsible for obtaining and relying on tax advice from its own advisors and experts, including obtaining any advance interpretations and rulings from CRA relative to this RFP and the Agreement which it feels are appropriate (including in relation to the supplying of funds, any financial structure and any tax consequences).

## **28. LOBBYING**

- 28.1. In order to ensure fairness to all Proponent's, the Town must endeavour to prevent unfair advantage created by lobbying. Therefore, the Town reserves the right to disqualify, at any time and at its sole discretion, any Proponent engaging in lobbying in connection with a competitive bidding process between a date that is no later than the date of issue of the RFP and the date of signing of a contract between the Town and the Successful Proponent(s). The Town may disqualify a Proponent at any time in the procurement process, including after the selection process has been completed.

- 28.2. Lobbying may include any activity that the Town, in its sole discretion, determines has or may give an unfair advantage to one Proponent relative to other Proponent's. Without limiting the foregoing, lobbying may include:

- a) Verbal or written communication with or to any Town staff other than those identified as contacts in this RFP.
- b) Verbal or written communication with or to any member of the RFP Evaluation and Housing Strategy Committee.
- c) Direct or indirect requests by the Proponent to any person, organization or group to provide a written or verbal expression of support not required by this competitive bidding process to any member of the Evaluation and Selection Team or Council.
- d) Verbal or written communication with or to media organizations.
- e) Direct or indirect offers of gifts of any kind or value to any Town representative or Council.

## **29. CONFLICT OF INTEREST**

### **NO USE OR INCLUSION OF RESTRICTED PARTIES**

- a) Restricted Parties are not eligible to advise any Proponent in the RFP selection process and must not participate as an employer, advisor, Proponent, investor, member or any other capacity whatsoever with any Proponent. The Town may, in its sole and absolute discretion, disqualify a Proponent who

uses any matter including in its Proposal or preparation thereof a Restricted Party. The onus is on the Proponent to ensure it does not use or include any Restricted Party.

- b) Restricted Parties include any person who would be defined to be in conflict of interest under the provisions of the Municipal Act and any parties, because of their direct, recent or current involvement in the selection process or with any of the parties to the selection process, including the RFP evaluation team, the Town, its officers and directors and Council members or any members of Council of any of the member municipalities of the Town. This is not an exhaustive list of Restricted Parties. Additional parties may be added to the list at any time in the selection process.
- c) Neither The Town nor any of its employees, advisors, directors, officers and representatives are liable to any Proponent for any claims, whether for the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity, revenue or economic benefit or any other loss whatsoever, arising from any use or reliance on this list or use or inclusion of Restricted Parties in any submission as part of the selection process.
- d) Proposals may be disqualified at the sole and absolute discretion of the Town if: a) the Restricted Party is acting as an advisor or member of the Proponent's team; b) the Proponent makes contact with any person who the Proponent is prohibited by the RFP from contacting; c) they include a false or misleading statement, claim, warranty or representation.

### **30. CONTRACT PROVISIONS BY REFERENCE**

- 30.1. The Town's acceptance of the Proponent's Proposal by issuance of a Purchase Order shall create a contract between the Town and such Proponent containing all specifications, terms and conditions in the Proposal except as amended in the Purchase Order. Any exceptions taken by the Proponent which are not included in the Purchase Order will not form part of the contract.

## **PROPONENT'S RESPONSIBILITIES**

### **31. INSURANCE**

- 31.1. All goods and services shall be delivered FOB Cochrane, Ontario, and shall remain the property of the Proponent until a physical inspection is made and thereafter accepted to the satisfaction of the Town of Cochrane in compliance with conditions and specifications described herein. All respective insurance coverage shall be the responsibility of the Proponent until acceptance is given by the Town of Cochrane.

### **32. FREEDOM OF INFORMATION**

- 32.1. Release of information contained within a respondent's document will be subject to the Municipal Freedom of Information. Extracts of documents submitted and the costs of their solutions may be used as part of a public document for reporting purposes. Respondents must indicate in their submission which, if any, parts of their response are exempt from disclosure due to proprietary information.
- 32.2. Requests for information other than standard public information (i.e., names of those submitting tender, total amount of bid not individual line costs) must be dated and submitted in writing to the

Purchasing Supervisor, after which time the municipality has thirty days to respond.

- 32.3. In conducting discussions with Proponent's there shall be no disclosure of any information derived from proposals submitted by competing Proponents.

### **33. COMPLIANCE WITH LAWS**

- 33.1. Proponent's are assumed to have made themselves familiar with, and will abide by the Federal, Provincial, Municipal Laws, Rules and Regulations including amendments thereto, which are applicable and in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. Proponent's shall carefully examine and study all of the documentation in order to satisfy themselves by examination as to all conditions affecting the scope of work to fulfill the contract.

## **GENERAL CONDITIONS**

### **34. TAXES**

- 34.1. Goods and Services Tax and Provincial Sales Tax are applicable, but shall not be included in the bid amount. HST of 13% will apply to all payments for services rendered.

### **35. WITHDRAWAL PROCEDURE**

- 35.1. Bids may only be withdrawn prior to the closing date upon providing a written request.
- 35.2. The Proponent who has submitted a response may request that the bid be withdrawn. Adjustments or corrections to a bid already submitted will not be allowed. The withdrawal will be allowed if the request is made by mail, fax or in person, directly to the issuance office as per section 13, before closing time, and only if verification of source is possible. Telephone requests will not be considered.
- 35.3. When a withdrawal request is made in person, the authorized requester shall sign a withdrawal form confirming the request. When requests are made by mail or fax, they shall be confirmed by telephone prior to acceptance.
- 35.4. Bids confirmed as withdrawn prior to closing time shall be returned unopened.
- 35.5. The withdrawal of a bid does not disqualify a Proponent from submitting another bid on the same contract provided it is submitted prior to closing date and time.
- 35.6. Withdrawal requests received after the Proposal closing will not be allowed.

### **36. PROPOSAL SELECTION**

- 36.1. The lowest or any proposal will not necessarily be accepted and the Town of Cochrane reserves the right to reject all proposals submitted or select options from various proposals or to select any proposal for reasons deemed to be in the best interests of and for the best value for the Town. The Town may in its absolute discretion, if it deems advisable, waive any requirements prescribed herein.

### **37. COMPLETENESS**

- 37.1. Proponent's must complete all parts of the proposal in accordance with the Proposal documents as specified herein. Proposals which are submitted that are incomplete or not properly executed shall not be accepted.

### **38. EXAMINATION OF BID DOCUMENT INCLUDING SCOPE OF WORK**

- 38.1. Proponent's shall carefully study all bid documents, specifications and the site of work in order to satisfy themselves by personal examination as to all conditions and site requirements affecting the work and to the detailed requirements of the work as described in the proposal documents

### **39. SUB-CONTRACTING**

- 39.1. The successful Proponent will not, without the written consent of the Town, make any assignment or any subcontract for the execution of any goods and services hereby proposed.

### **40. PROPOSAL PRICES**

- 40.1. Bid prices must be valid for 90 days after the proposal closing date stated herein.
- 40.2. In the event of any discrepancy between the unit price and the extension(s), the unit price shall govern.
- 40.3. The total price and payment is to be shown and made in Canadian Funds.
- 40.4. No extra charges will be permitted unless written authorization is obtained from the Town.
41. Time shall be of the essence for any work to be done as a result of this proposal. Failure of a Proponent to perform the contract within the time specified or within a reasonable time, as determined by the Town of Cochrane, will constitute authority for the Town of Cochrane to cancel or terminate such contract and assign the work to be done to another Proponent without obligation to the Proponent under the cancelled contract. The Town shall be entitled to all remedies against the Proponent including damages for failure to complete the contract, or for default under it.
42. The Proponent warrants that the services supplied to the Town of Cochrane conform in all respects to the standards set forth by Federal and Provincial Legislation, Ministries, Boards and Agencies and in particular the Occupation Health and Safety Act and Regulations thereto. Failure to comply with these conditions will be considered a breach of contract.
43. No Proponent is relieved from completing the contract merely because detailed conditions and specifications of the various components are not set out in the bid document.
44. Tenders having any erasures or corrections shall be initialed by the Proponent in ink. All tenders shall be typewritten or filled in with pen and ink and bids shall be signed in ink
45. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his/her right thereafter to enforce such provision or to seek damages for the breach thereof. Successful Proponent's, including those outside the Province of Ontario, agree that the rights of

all parties shall be governed by the laws of Ontario. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his/her undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

46. The submission of a proposal shall be deemed proof that the Proponent has satisfied himself/herself as to all the provisions of the proposal, all the conditions which may be encountered, what goods and services he/she will be required to supply, or any other matter which may enter into the carrying out of the supply of goods and services referred to in the proposal; and no claims will be entertained by the Town of Cochrane based on the assertion by the Proponent that he/she was uninformed as to any of the requirements of the proposal.
47. In case of default of the Proponent, the Town of Cochrane reserves the right to procure the goods and services from other sources and any added expense will be charged to the undersigned Proponent. The Proponent agrees to indemnify and save harmless the Town of Cochrane and all Municipal officers, employees, servants and agents; officers, employees, servants and agents of its Boards and Commissions and volunteers, from all claims, costs, actions, suits, damages or expenses which may arise by reason of the execution of his/her proposal or the performance of any of the terms of his/her proposal or in any way incidental to the proposal.
48. This indemnification shall also apply in respect of any claims for injuries or damages that may be sustained by the Proponent or any of his/her employees during the performance and fulfillment of this proposal. Should the Town of Cochrane receive any demand or claim arising out of the performance of this Proposal, the Proponent shall pay to the Town of Cochrane such claims. The Proponent shall also pay to the Town of Cochrane any demand, cost, charge, damages or expenses which may be paid or incurred by the Town of Cochrane or any of its servants, officers or agents in settlement of or on account of the payment for any loss, damages or expenses payable by the Town of Cochrane or its officers, servants and agents, and any monies payable by the Proponent under the terms and conditions of this Proposal may be deducted from monies payable under this Proposal which are then remaining in the possession of the Town of Cochrane on account of this Proposal, and to any court of competent jurisdiction as monies paid on behalf of the Proponent.

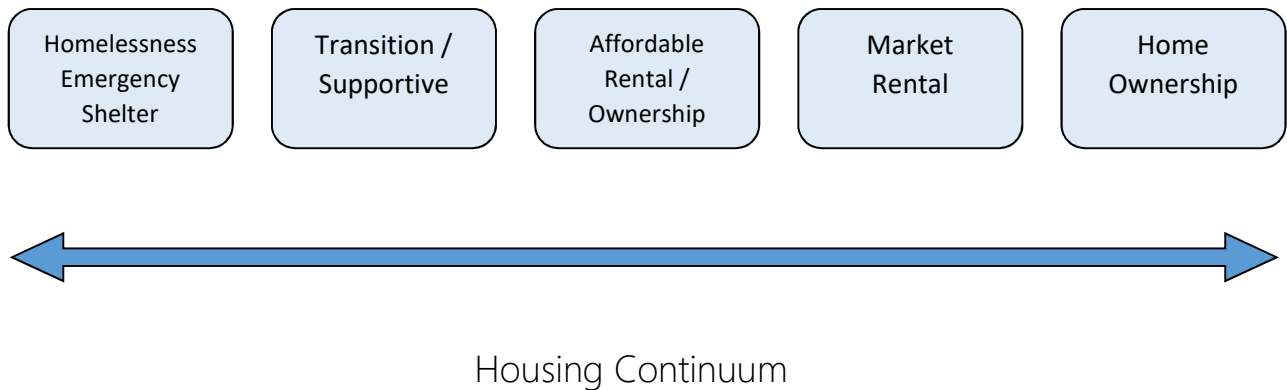


# SCHEDULE A

## 1.0 SCOPE OF WORK

The Town of Cochrane is soliciting proposals for a comprehensive Housing Study. Results of this Housing Study will serve as a guiding policy document, with the aim of ensuring that there is sufficient housing options in the Town of Cochrane to meet the full spectrum of needs found in the community. The results of this Housing Study will help decision-makers, stakeholders and community members develop a meaningful sense of the housing market, an understanding of key housing issues, and a platform for strategy and policy decisions.

The Housing study should provide a measured assessment of present and future unmet housing demand from now up to 2039, with an emphasis regarding the entire housing continuum. The Housing Study is intended to offer Council and town staff a basis for formulating community-specific housing priorities, policy alternatives and intervention strategies, including land use and zoning decisions, as well as allocation of Town resources. The Housing Study should suggest methods for positioning Cochrane housing planning to promote a sustainable and economically diverse community.



## 2.0 Background

The Town of Cochrane is a split urban-rural community with diverse housing needs. Much of the existing housing stock is single detached homes suitable for families; however, there is demonstrated need for alternative housing forms and tenures that would address older adults, youth, homelessness,

special needs (developmentally challenged, group homes, co-housing), affordability (including second units and garden suites), ownership and rental options.

Housing is a Provincial interest; the Province provides high level policy direction to municipalities. CDSSAB serves the Cochrane District as the Service System Manager when it comes to provision of social and affordable housing.

### 3.0 Problem Definition

Housing need is linked to adequacy, availability and affordability. To determine need, precise information about the character of the present housing stock, socio economic data on population, household formation, household size, income levels and migration is needed to create a data baseline. With this information an assessment can be made of the extent to which the supply, building form and tenure of housing is needed for current and future needs and to the extent which any imbalance can be addressed by policy initiatives.

This Housing Study will help decision makers, stakeholders and community members develop a meaningful understanding of the housing market through the identification of key housing issues, and as a basis for policy decisions.

### 4.0 Key Objectives

The key objective of the Housing Study is to provide a policy framework so that the Town can ensure there is a supply of suitable dwellings of appropriate size, type, quality and tenure available for all ages and abilities within its jurisdiction.

The Housing Study should provide a measured assessment of present and future unmet housing demand from now to 2039 period which would help with official plan policy making decision making regarding:

Identification of housing priorities, policy alternatives including land use and zoning decisions, allocation of Town resources, Housing First policy, affordable housing, homelessness, special needs

A Town wide consistent direction in discussions with developers, not-for-profit housing providers, CDSSAB and Town of Cochrane.

General information and data required include total population statistics, number of households, owner occupied households, age of heads of household, number of occupied dwelling, tenure (owner

versus rental), special needs requirements, group homes, older adult, affordable housing units, second units and garden suites, and etc.

Creation of a data set that identifies needs and gaps which will assist in determining needs, and develop policies that address existing Official Plan Policy and Garden Suites as well as considering new policy direction for Age Friendly, affordable housing, protocol for measuring and monitoring the data set, etc.

Develop a database of detailed housing statistics to generate a baseline of the Town's demographic profile that influences housing stock, such as, socio- economic characteristics of households

## 5.0 Scope of Work

The Housing study will, at a minimum, respond to the following questions:

What are the demographic and economic characteristics of households living in the community?

- What can Cochrane expect regarding population growth that will impact housing and influence policy decisions?
- What is the nature and extent of short to mid-term and long range housing needs based on: price range, affordability, new construction, rental versus homeownership, older adults/seniors, families, special needs, homelessness, etc.?
- Is there a market for purpose built rental housing and/or affordable rental housing? And if yes, what building form/type should it be?
- What policies and protocols are required to enhance and implement the Town's existing Official Plan policies on Apartment-in-House (second units) and Garden Suites?
- How should the Town measure and monitor the housing stock?
- What policies and protocols are needed to implement Inclusionary Zoning should the Province pass legislation?

- What types of incentives are available to assist the Town in promoting affordable housing, including cash in lieu.

- What existing Town policies prevent innovation in providing alternative housing options and what policies could be implemented to generate creative housing solutions; for example, co-ownership housing may be a viable housing alternative that could meet special needs populations and older adults?

## **6.0 Geographic Area of this study**

The study area is the jurisdiction of Town of Cochrane, including Hamlets and rural areas.

## **7.0 Phase One – Data Collection and Analysis**

### Data Sets

In preparation of the Housing Study the following data sets are to be consulted:

- Statistics Canada Census 2011 and 2016
- CDSSAB Housing Data
- Assessment Roll data
- Town of Cochrane, Building Permit statistics
- Laurentian University homeless survey
- Jobs Ontario Homes need and demand Study
- Town of Cochrane CIP
- 1058-2014 Strategic Plan
- Leclair Planning Senior Housing Study
- Stantec Cochrane Business Plan
- Stantec Feasibility Supportive Housing development

### Minimum Required Elements of the Housing Study

The Consultant selected to complete the Housing Study is asked to develop a specific methodology. The final document should at minimum contain data regarding the following categories:

**1. Statistics on and status of Existing Housing Stock including:**

- a. Tenure – rent, ownership
- b. Type – single, two -family, second unit, garden suite, multi residential, etc.
- c. Price – property value, monthly mortgage, property price, monthly average rent
- d. Age and condition
- e. Vacancy rates – rental
- f. Second units/garden suites
- g. Homelessness – including youth, couch surfing, families, etc.

**2. General information on sales activity and prices over last 5 years**

- a. Types of buildings
- b. Type of buyer – owner – occupier, investor
- c. Foreclosure-related activity

**3. Statistics on the Town’s Demographics**

- a. Population and Household data including growth trends and projections
- b. Age distribution
- c. Household income (by deciles), age of head of household, size of household
- d. Statistics on the number of renters, second units, and garden suites
- e. Population and Household data including growth trends and projections
- f. Housing Demand Analysis including information on estimates of housing demand from now through 2039 (low-income, moderate-income, and high-income)
- g. Rental Demand Analysis including information on estimates of rental demand from now through 2039
- h. Anticipated local and regional employment trends and impact on local housing demand

#### 4. Other Housing Elements

- a. Literature review of best practices and policies
- b. Housing affordability analysis based on comparison of rents to household income
- c. Housing affordability compared to other markets
- d. Affordable housing inventory
- e. Town owned land that could be used for a Housing First policy
- f. Analysis of abandoned, vacant and dilapidated residential properties
- g. Available land for housing development
- h. Senior/assisted living options
- i. Special needs housing
- j. Building permit activity on housing types
- k. Rental market analysis including information on existing rental properties related to rents, vacancies, utilities, amenities, secondary markets,
- l. Senior and family market analysis including information on existing properties related to rents, vacancies, services, amenities and resident profiles, including information on pending developments

#### Organization of Data and Deliverable

The data collected in Phase One should be organized in table and map or suitable format into:

- Tenure type
- Single Geographic Units (SGUs)

#### **8.0 Phase Two – Report and Policy Recommendations**

For Phase Two, the consultant is required to prepare a report that evaluates and analyzes the full housing need continuum based on data collected in Phase One. The report should also identify current and future gaps and contain recommended policies to address these shortfalls. Several implementation protocols should be addressed (e.g. measuring and monitoring, data collection).

#### Consultation and Meetings

To inform the Housing Study, several meetings and consultations will be required:

1. Project Manager – The Town’s Project Manager for this work is the Director of Protective Services. The consultant will be working closely with and on a regular basis with the Project Manager.

2. Steering Committee – The Steering Committee will be the Town of Cochrane Housing Strategy Committee. The consultant will meet with the Steering Committee twice, once at the end of the data collection and then as the completion of the draft report of Phase Two.
3. Community Consultation – The consultant, with assistance of the town’s Project Manager, will coordinate (includes preparation of materials and display boards) and attend a public workshop/open house/presentation at the draft report of Phase Two stage to introduce recommendations/draft policies and gather feedback.
- 4.

Type of Consultation	Number of Meetings	When
Project Manager	Regular basis	As required
Steering Committee	2	Meeting 1: end of data collection Phase one Meeting 2: Draft Report –Phase Two
Public and Stakeholders	1	End of Draft Report –Phase Two

Approach to Scope of Work

A detailed description of the approach to Scope of Work is required. The Town is seeking creative, proven techniques including clear, understandable written product.

**9.0 Timelines, Milestones and Deliverables**

A Gantt chart is required and must include elements to be performed by the consultant, the number of hours and other resources required to complete each task. The Gantt chart must include time schedules, key milestones, and deliverables. The key deliverables of this project are:

- Database, data sets and other formatted information gathered in Phase One
- Coordination and materials for Public and Stakeholders meeting
- Phase Two Draft Report
- Final Draft Report

# **SCHEDULE B**

## **DISCLOSURE OF SCHEDULE**

Responses must be provided directly onto this [Schedule C] in order to provide consistency and ensure each Proposal receives full consideration.

A detailed schedule and work plan shall be included in the proposal as a separate document.

If the RESPONSE is considered to be lengthy, proponents can provide an initial RESPONSE and then provide details as an Appendix.

### **SCHEDULE**

The Town anticipates awarding the Contract by September 11, 2019. The Work shall commence after award of project and is to be completed by no later than January 31, 2020. Please produce your schedule that will meet the completion date.

“RESPONSE”

Program Start Date: \_\_\_\_\_, 2019

Program Completion Date: \_\_\_\_\_, 2020

Days Proponent will work each week: \_\_\_\_\_

Expected number of working days for completion: \_\_\_\_\_



# SCHEDULE C

## PROPONENTS MANDATORY QUESTIONNAIRE FOR SELECTION CRITERIA

Responses must be provided directly onto this Schedule after the word “RESPONSE” in order to provide consistency and ensure each Proposal receives full consideration. If the RESPONSE is considered to be lengthy, proponents can provide an initial RESPONSE and then provide details as an Appendix.

<b>Section 1.0 Corporate Strength and Capability</b>
--

<b>Weighting 15 Points</b>
----------------------------

**Q.1** Provide information on your experience with similar type of work.

“RESPONSE”

**Q.2** How long has your company provided services in Ontario?

“RESPONSE”

**Q.6** Include any other information you consider relevant to the evaluation of the information that you are providing for **Section 1.0** or value added services that would benefit the Town of Cochrane.

“RESPONSE”

**Q.1** If your company is the successful Firm, whom will it appoint as the “designated account representative” whom the Town may refer, include their qualifications.

**“RESPONSE”**

**Q.2** Please provide the following information for any personnel that the Firm proposes to use to perform the Work described in this RFP. Information to include:

- Names of personnel;
- Qualifications, including any related certification related to this type of work, if any; and
- Number of years’ experience.

**“RESPONSE”**

**Section 3.0 References****Weighting 10 Points**

Provide at least three (3) references, preferably of other municipal, provincial or federal government organizations for which you are currently or have recently done road resurfacing work, which are identical or similar to the requirements of this RFP. Please provide references stating organization, name, contact name, phone number, fax number and brief description of work performed. The Town reserves the right to contact all references, including the Town's internal assessment of current performance, if any.

Organization Name:	
Contact Name, Title:	
Phone:	Fax:
Description of Work Performed:	

Organization Name:	
Contact Name, Title:	
Phone:	Fax:
Description of Work Performed:	

Organization Name:	
Contact Name, Title:	
Phone:	Fax:

Description of Work Performed:

**Section 4.0 Pricing** **Weighting 50 Points**

**PRICING**

Pricing is in Canadian Dollars. HST is shown as a separate line item.

All pricing shall be inclusive of all equipment, materials, labour, permits, fees, licenses and all other related costs necessary to complete all Work successfully as stated within this RFP.

The following formula is used in the evaluation process to determine points on pricing:

$$\text{Lowest Price} \div \text{Proponent's Price} \times \text{Weighting} = \text{Proponent's Pricing Points}$$

Description	Price
<b>Subtotal</b>	
<b>HST @ 13%</b>	
<b>Total Price</b>	

**PROPONENT MUST COMPLETE ALL APPLICABLE SPACES ABOVE. PRICES MUST BE IN CANADIAN FUNDS.**

# SCHEDULE D

## PROPOSAL SUBMISSION FORM

Proponent Information (Please Print)

Company Name:	
Address:	Contact:
City	Phone:
Province:	Fax:
Postal Code:	Email:
H.S.T. Registration Number:	

## **ADDENDA**

The proponent acknowledges the following Addenda have been received. The modifications to the proposal documents noted therein have been considered and the effects are included in the price.

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

I/We the undersigned, agree to having examined and read the proposal documents and addenda as issued by the Town. I/We agree to all of the above stated clauses and by signing this form bind ourselves to abide by them with no exceptions, unless written authority is given by the Town. I/We agree to supply the goods, materials or services for the unit prices stated herein.

---

Signature of Authorized Company Official

---

Name of Authorized Company Official  
(Please Print)

---

Title (Please Print)

**PLEASE NOTE:**

**PERSON SIGNING MUST BE AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY/INDIVIDUAL REPRESENTED, AND TO BIND THE COMPANY/INDIVIDUAL TO STATEMENTS MADE IN RESPONSE TO THIS CONTRACT.**

**FAILURE TO SIGN THE SUBMISSION FORM MAY RESULT IN THE PROPOSAL BEING REJECTED.**

**RFP #2019-02 – HOUSING STRATEGY**

**FORM OF PROPOSAL**

---

**THE LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED**

---

---

**ACCEPTANCE AGREEMENT**

ACCEPTED ON BEHALF OF THE  
CORPORATION OF THE TOWN OF COCHRANE,

THIS DAY OF \_\_\_\_\_, 2019

---

**MAYOR**

---

**TOWN CLERK**